

**IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF TEXAS  
HOUSTON DIVISION**

**Inversiones Inmobiliarias De La  
Dulce De Pinilla Y El Mar,  
Sociedad De Responsabilidad  
Limitada,  
*Plaintiff,***

**vs.**

**James DiCampli,  
*Defendant.***

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**CASE NO. \_\_\_\_\_**

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**PLAINTIFF'S ORIGINAL COMPLAINT**

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TO THE HONORABLE JUDGE OF SAID COURT:

COMES NOW, Plaintiff, Inversiones Inmobiliarias De La Dulce Vida De Pinilla y El Mar, Sociedad De Responsabilidad Limitada ("Plaintiff"), and files this Original Complaint, and in support of same show the following:

**I. PARTIES**

1. Plaintiff Inversiones Inmobiliarias De La Dulce Vida De Pinilla y El Mar, Sociedad De Responsabilidad Limitada is a Costa Rican entity owned entirely by Martin Bryant. Mr. Bryant resides in Denver, Colorado.

2. Defendant James DiCampli is an individual who resides in Houston, Texas at 5327 Fayette Street, Houston, Texas 7056. Plaintiff requests citation at this time.

3. This Court has original jurisdiction over this complaint under 28 U.S.C. §1332(a) and this Court is an appropriate venue for proceeding under 28 U.S.C. § 1391(b)(1) because Mr. DiCampli resides in Houston, Texas.

## **II. BACKGROUND**

4. On or about February 6, 2018, DiCampli executed a promissory note in favor of Bella Alianza, LLC, a Delaware limited liability company (the “Note”). The Note was for the principal sum of \$183,500.00 with interest accruing at 5.00% per year. The Note was collateralized by Lot 1 within La Dulce Vida, property #5-114719-F-400 identified in cadastral plan G-1685220-2013 located at Pinilla, Santa Cruz of Guanacaste (the “Property”). DiCampli Holdings CR Limitada owns the Property.

5. The Note was set to mature on February 5, 2023. However, the Note could be accelerated any time DiCampli missed a payment or if title to the Property was transferred. Bella Alianza, LLC complied with the Note and loaned DiCampli \$183,500.00.

6. On or about May 3, 2021, Bella Alianza, LLC assigned the Note to Plaintiff. In 2022, DiCampli changed the ownership structure of DiCampli Holdings CR Limitada by selling the entity, which resulted in an event of default. Because DiCampli defaulted under the terms of the Note, Plaintiff sent a notice of default on June 23, 2022. The notice of default garnered no response from DiCampli.

## **III. CAUSES OF ACTION**

### **Breach of promissory note.**

7. Plaintiff incorporates the foregoing paragraphs as if set forth fully herein.

8. The Note exists and is attached as Exhibit 1. DiCampli signed and executed the Note in favor of Bella Alianza. Bella Alianza then assigned the Note to Plaintiff. Thus, Plaintiff is the owner and holder of the Note. DiCampli sold his interest in DiCampli Holdings CR Limitada, which is an event of default as defined in the Note. DiCampli is in default for failing to pay all unpaid principal and accrued interest. As of June 23, 2022, DiCampli owes \$183,000 as

principal and \$40,615.83 in accrued but unpaid interest. Thus, DiCampli owes \$223,615.83 in total.

#### **V. ATTORNEYS' FEES**

9. Plaintiff incorporates all prior paragraphs for all purposes as if fully set forth herein.

10. Plaintiff is entitled to recover its reasonable and necessary attorney's fees under Chapter 38 of the Texas Civil Practice & Remedies Code and under the Note. Specifically, the Note allows Plaintiff to recover "all costs and expenses of any such action to collect suit or proceeding, and any appeal of any such action, suit or proceeding, incurred by [Plaintiff], including but not limited to the reasonable fees and disbursements of [Plaintiff]'s attorneys and their staff." *See* Ex. 1, ¶ 6.

#### **VI. CONDITIONS PRECEDENT**

11. All conditions precedent to Plaintiff's right to recovery of its damages alleged herein and to recovery of its attorneys' fees incurred herein have been performed, occurred, or been satisfied.

#### **PRAYER**

WHEREFORE, PREMISES CONSIDERED, Inversiones Inmobiliarias De La Dulce Vida De Pinilla y El Mar, Sociedad De Responsabilidad Limitada, prays that, upon final hearing of this cause, the Court enter judgment against Defendant James DiCampli for the following: (1) \$223,615.83 in actual damages; (2) prejudgment and post-judgment interest, (3) reasonable and necessary attorney's fees, (4) costs of court and (5) all other relief to which Plaintiff may be justly entitled.

Respectfully submitted,

MURRAY | LOBB, PLLC

By: /s/ Kyle L. Dickson

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